

BOWMAN AND BROOKE LLP
Paul G. Cereghini (SBN: 148016)
Paul.Cereghini@bowmanandbrooke.com
Marion V. Mauch (SBN: 253672)
Marion.Mauch@bowmanandbrooke.com
879 West 190th Street, Suite 700
Gardena, CA 90248-4227
Tel: (310) 768-3068
Fax: (310) 719-1019

Attorneys for Defendants RIDDELL, INC.; ALL AMERICAN
SPORTS CORPORATION; RIDDELL SPORTS GROUP, INC.;
EASTON-BELL SPORTS, INC.; EASTON-BELL SPORTS, LLC;
EB SPORTS CORP.; and RBG HOLDINGS CORP.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

EUGENE E. MORRIS, et al.,

Plaintiffs,

vs.

NATIONAL FOOTBALL LEAGUE,
et al.,

Defendants.

CASE NO.: 3:12-CV-02077-H-KSC

(Removed from San Diego County
Superior Court – Case No. 37-2012-
00101172-CU-PO-CTL)

**NOTICE OF CONSENT TO AND
JOINDER IN REMOVAL TO THE
UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT
OF CALIFORNIA UNDER 28 U.S.C.
SECTION 1441**

Action Filed: July 23, 2012

Trial Date: None

Defendants Riddell, Inc. (erroneously styled as “d/b/a Riddell Sports Group,
Inc.”); All American Sports Corporation; Riddell Sports Group, Inc.; Easton-Bell
Sports, Inc.; Easton-Bell Sports, LLC; EB Sports Corp.; and RBG Holdings Corp.

(collectively, the “Riddell Defendants”)¹, consent to and join in the removal of Case No. 37-2012-00101172-CU-PO-CTL (the “State Action”) from the San Diego County Superior Court to the United States District Court for the Southern District of California, by Co-Defendant National Football League and NFL Properties LLC (collectively, the “NFL Defendants”), pursuant to 28 U.S.C. §§ 1331 and 1441, and supplemental jurisdiction, pursuant to 28 U.S.C. §1367(a), and state as follows:

1. The NFL Defendants have removed this case, pursuant to 28 U.S.C. § 1441(a)-(b), based on federal-question jurisdiction, specifically, their assertion that § 301 of the Labor Management Relations Act (“LMRA”), 29 U.S.C. § 185, controls and preempts Plaintiffs’ claims against the NFL Defendants. The NFL Defendants further assert that, pursuant to 28 U.S.C. § 1367(a), this Court has supplemental jurisdiction over all Plaintiffs’ claims and all parties, including the Riddell Defendants.

2. The Riddell Defendants join in and consent to this removal.

3. The Riddell Defendants do not waive any defenses that may be available to them, including without limitation, defenses based on jurisdiction, venue, standing, or failure to state viable claims. The Riddell Defendants also do not admit any of the factual allegations in the Complaint, but rather reserve the right to contest those allegations at the appropriate time. The Riddell Defendants further reserve the right to assert any proper basis to make any arguments and maintain any positions regarding the continued exercise of and additional bases for federal jurisdiction over any or all of this matter, once removed.

¹Referring to these Defendants collectively does not imply or concede that they are properly joined or named as Defendants, and the “Riddell Defendants” reserve the right to move to dismiss some or all of them. The collective reference is merely for convenience.

1 WHEREFORE, the Riddell Defendants join in and consent to the removal of
2 this action to this Court and to the request that this Court assume jurisdiction over
3 this entire matter.
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5 DATED: August 27, 2012

BOWMAN AND BROOKE LLP

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7 By: /s/ Marion V. Mauch
8 Paul G. Cereghini
Marion V. Mauch
9 Attorneys for Defendants RIDDELL,
10 INC.; ALL AMERICAN SPORTS
11 CORPORATION; RIDDELL
12 SPORTS GROUP, INC.; EASTON-
13 BELL SPORTS, INC.; EASTON-
14 BELL SPORTS, LLC; EB SPORTS
CORP.; and RBG HOLDINGS
CORP.
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CERTIFICATE OF SERVICE

I hereby certify that, on August 27, 2012, I filed the foregoing with the clerk of court using the CM/ECF system, which will send a notice of electronic filing to all counsel of record in this action.

/s/ Marion V. Mauch

Marion V. Mauch